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Attorneys for Defendants, Counterclaimants, and
Third Party Plaintiffs PCJV USA, LLC, PCI
TRADING LLC, POTATO CORNER, LA
GROUP, LLC, GK CAPITAL GROUP, LLC,
NKM CAPITAL GROUP, LLC and GUY
KOREN, and Defendants J & K AMERICANA,
LLC, J&K LAKEWOOD, LLC, J&K
OAKRIDGE, LLC, J&K VALLEY FAIR, LLC, J
& K ONTARIO, LLC, J&K PC TRUCKS, LLC,
HLK MILPITAS, LLC, and GK CERRITOS, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SHAKEY'S PIZZA ASIA VENTURES,
INC, a Philippines corporation,

Plaintiff,

vs.

PCJV USA, LLC, a Delaware limited
liability company; PCI TRADING , LLC, a
Delaware limited liability company; GUY
KOREN, an individual; POTATO CORNER
LA GROUP, LLC, a California limited
liability company; NKM CAPITAL GROUP,
LLC, a California limited liability company;
J & K AMERICANA, LLC, a California
limited liability company; J&K
LAKEWOOD, LLC, a California limited
liability company; J&K VALLEY FAIR,
LLC, a California limited liability company;
J & K ONTARIO, LLC, a California limited
liability company; HLK MILPITAS, LLC, a
California, limited liability company; GK
CERRITOS, LLC, a California, limited
liability company; J&K PC TRUCKS, LLC,
a California limited liability company; and

Case No. 2:24-CV-04546-SB(AGRx)

Hon. Stanley Blumenfeld, Jr.

**SUPPLEMENTAL
DECLARATION OF ASHLEY
GRUDNOWSKI**

Date: February 28, 2025
Time: 8:30 a.m.
Courtroom: 6C

Complaint Filed: May 31, 2024
Trial Date: August 4, 2025

1 GK CAPITAL GROUP, LLC, a California
2 limited liability company and DOES 1
3 through 100, inclusive,

Defendants.

4 PCJV USA, LLC, a Delaware limited
5 liability company; PCI TRADING LLC, a
6 Delaware limited liability company;
7 POTATO CORNER LA GROUP LLC, a
8 California limited liability company; GK
9 CAPITAL GROUP, LLC, a California
10 limited liability company; NKM CAPITAL
11 GROUP LLC, a California limited liability
12 company; and GUY KOREN, an individual,

Counter-Claimants,

13 v.

14 SHAKEY'S PIZZA ASIA VENTURES,
15 INC, a Philippines corporation,

Counter Defendant.

16 PCJV USA, LLC, a Delaware limited
17 liability company; PCI TRADING LLC, a
18 Delaware limited liability company;
19 POTATO CORNER LA GROUP LLC, a
20 California limited liability company; GK
21 CAPITAL GROUP, LLC, a California
22 limited liability company; NKM CAPITAL
23 GROUP LLC, a California limited liability
24 company; and GUY KOREN, an individual,

Third Party Plaintiffs,

25 v.

26 PC INTERNATIONAL PTE LTD., a
27 Singapore business entity; SPAVI
28 INTERNATIONAL USA, INC., a California
corporation; CINCO CORPORATION, a
Philippines corporation; and ROES 1 through
10, inclusive,

Third Party Defendants.

SUPPLEMENTAL DECLARATION OF ASHLEY GRUDNOWSKI

I, Ashley Grudnowski, declare as follows:

1. I am the Director of Franchise Development & Corporate Strategy at PCJV USA, LLC (“PCJV”). I file this declaration to supplement the papers we filed two weeks ago. I have personal knowledge of the facts set forth in this declaration, and if called upon to testify under oath, I could and would competently do so.

2. Following my sending out the AFA and Release on January 31, I have received executed copies from franchised units in which Mr. Koren has an interest as well as one other franchisee. All other franchisees have yet to execute the documents.

3. Attached collectively as Exhibit “1” are images of units we control taken this week showing that Potato Corner marks have been taken down or replaced completely. I believe the only thing remaining are some signage changes requiring landlord approvals.

4. On February 7, 2025, The Shops at Santa Anita confirmed that they had received and were reviewing our rebranding presentation.

5. On February 11, 2025, we received an invoice from our graphic designer for finalized banners, which we paid the same day while getting shipment expedited. The banners were received on February 17, 2025, and immediately shipped to franchisee outlet locations that had executed the AFA. It is my understanding that the banners have been received and will be installed/utilized once landlord approval is obtained at each location.

6. Also on February 11, 2025, I received further communication from our Westfield leasing representative, who provided comments from Westfield’s Tenant Coordination team about the changes needed for final set plans on signage for outlets at their properties. Similarly, I followed up with our leasing representative for our Macerich locations (Cerritos and Lakewood) to obtain an update on approval timelines, which remained uncertain.

1 7. On February 12, 2025, the Macerich leasing representative responded to
2 my follow-up questions and informed us that PCJV would need to work with a
3 separate leasing representative for one of the locations (Lakewood), which she put
4 us in contact with and with whom we are working.

5 8. Also on February 12, 2025, I was contacted by PCJV's Tyson Chicken
6 representative, who informed me that SPAVI had contacted them claiming to have
7 control over at least 18 "former" PCJV Potato Corner USA locations and wanting to
8 set up distribution. He was aware of PCJV's Franchise Agreements with all of these
9 locations, which agreements explicitly prohibit them from entering into any
10 individual third-party agreements.

11 9. On February 13, 2025, I received additional signage shop drawings for
12 the outlets located at America at Brand and Valley Fair Mall. Those drawings were
13 immediately sent to their respective mall management representatives to supplement
14 the prior materials previously provided to them for review and approval. I also
15 received wallpaper graphic installation quotes for two locations (Valley Fair Mall
16 and Great Mall Milpitas) once landlord approval is obtained.

17 10. On February 14, 2025, our Westfield leasing representative requested
18 the menu for the rebrand for submission as part of the lease amendments, and we
19 provided the requested new menu the same day.

20 11. On February 17, 2025, I received further signage shop drawings from
21 the designers for Lakewood, Westfield Topanga, Ontario Mills, and Great Mall
22 Milpitas. I immediately provided those shop drawings to the respective mall
23 management representatives for review and approval. An additional quote was
24 received for wallpaper graphic replacement and installation at two locations that
25 will occur as soon as the rebrand is approved by the malls. I also received and had
26 paid an invoice from our signage company to start fabrication of rebrand signage for
27 the Seattle Southcenter once landlord approval is obtained.
28

1 12. On February 18 and 19, 2025, I exchanged communications and spoke
2 with the Lakewood Center's Assistant Vice President of Tenant Coordination,
3 answering questions regarding the rebrand. At the end of our call, he communicated
4 that he did not foresee an issue but needed to discuss with his team internally and
5 will get back to us regarding next steps, including any comments to the shop
6 drawings showing the rebrand proposal.

7 13. We are working as diligently as we can to effectuate the final changes in
8 our re-branding implementation while at the same time de-branding completely
9 from Potato Corner.

10 I declare under penalty of perjury that the foregoing is true and correct.
11 Executed February 21, 2025, within the United States, its territories, possessions, or
12 commonwealths.

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16 Ashley Grudnowski
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CERTIFICATE OF SERVICE

The undersigned certifies that on February 21, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's Electronic Case Filing (ECF) system. I further certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.
Executed on February 21, 2025.

By: /s/AJ Cruickshank